struc'tur'al

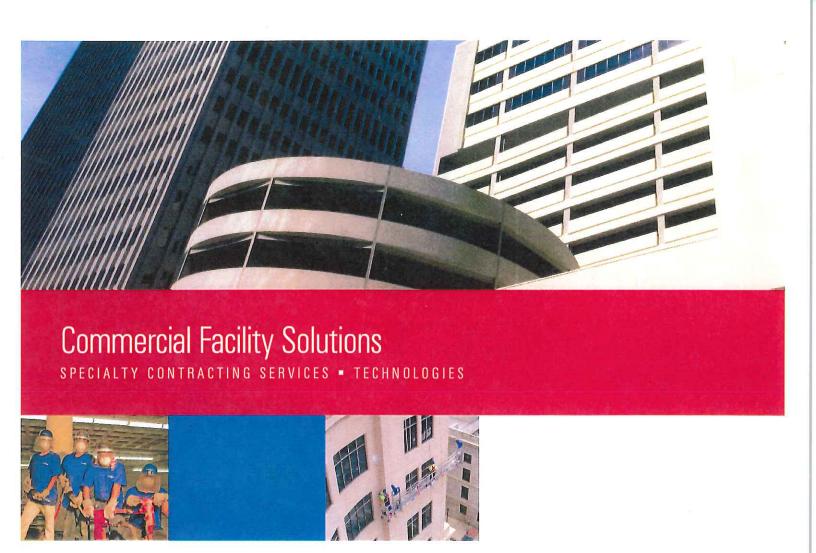




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Bid Bond and Bid Forms	1
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FLORIDA BID BOND

	BOND NO. Bid Bond		
	AMOUNT: \$5%		
KNOW ALL MEN BY THESE PRESENTS, that _	Structural Preservation Systems LLC		
10150 Old Columbia Road, Columbia, MD 21046			
hereinafter called the Contractor (Principal), and			
1400 American Lane, Tower 1, 18th Floor, Scahumburg, IL 6019	16		
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner.			
(Obligee), in the sum of: Five Percent of the Total Amou	unt Bid		
payment for which we bind ourselves, our heirs, exassigns, jointly and severally, firmly by these prese	xecutors, administrators, successors, and		

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the SWR Concrete Repairs, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

SWR CONCRETE REPAIRS

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 30th	day of September , 20 15
	Structural Preservation Systems LLC
	Principal
	By: Josoude Saubert
	Joconde Gaubert, Secretary Fidelity and Deposit Company of Maryland
0000	Surety

Charles J. Nielson, FL Resident Agent

END OF SECTION

Robert A. Chlada

And License Non-Resident Agent

Attorney-In-Fact



COMPANY OF MARKING

insurance in the State of Florida. is hereby authorized to transact

all applicable laws of Florida. of a license and remains subject to Florida Insurance Code for the issuance has satisfied all requirements of the This certificate signifies that the company

No. 91-13-3046577 Date of Issuance: September 1, 1991

Tom Gallagher Treasurer and Insurance Commissioner

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Joseph A. PIERSON, Robert A. CHLADA, Cynthia M. CHARVAT, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC and Diane S. LOUGHRY, all of Hunt Valley, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of August, A.D. 2014.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







By:

Secretary Eric D. Barnes

Vice President Thomas O. McClellan

State of Maryland County of Baltimore

On this 21st day of August, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015



1. Bid Forms

NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form

BID FORM

To:

The City of Key West

Address:

3126 Flagler Avenue, Key West, Florida 33040

Project Title:

ITB #15-024 SWR Concrete Repairs_

CH2M HILL Project No.:

486025

City of Key West Project No.: SE 1401 Bidder's person to

contact for additional information on this Bid:

Company Name: Structural Preservation Systems, LLC

Contact Name:

Colin Meneely, Branch Manager

Telephone:

Office- (954) 984-9555 Mobile- (954) 336-2559

1. BIDDER'S DECLARATION AND UNDERSTANDING

- 1.1. The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.
- 1.2. The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.
- 1.3. The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

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2. CONTRACT EXECUTION AND BONDS

2.1. The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

3. CERTIFICATES OF INSURANCE

3.1. Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

4. START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

4.1. The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 330 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 360 calendar days from the date when the Contract Times commence to run.

5. LIQUIDATED DAMAGES

- 5.1. In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for each substantial completion.
- 5.2. After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

5.3. Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

6. ADDENDA

6.1. The Bidder hereby acknowledges that he has received Addenda Nos. <u>1</u> <u>2 & 3</u> (Bidder shall insert No, of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

7. SALES AND USE TAXES

7.1. The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

8. PUBLIC ENTITY CRIMES

8.1. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

9. BASIS OF BIDS

9.1. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

9.2. Unit Price Bid Schedule:

- 9.2.1. Unit prices have been computed in accordance with Paragraph 11.03.0 of the General Conditions.
- 9.3. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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10. UNFORESEEN CONDITIONS ALLOWANCE

10.1. Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Work Change Directive. The Owner will negotiate with the Contractor how each Allowance will be spent prior to performing the work.

11. BUILDING PERMIT ALLOWANCE

11.1. Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total base Bid for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual cost for the permit(s).

12. UNIT PRICE BID SCHEDULE

	Unit Price Bid Schedule				
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Slab Repair: Spalling / Surface Patching	25	S.F.	\$90.00	\$2,250
2.	Slab Repair: Spalling I Surface Patching w/ Reinforcement Steel	10	S.F.	\$130.00	\$1,300
3.	Vertical or Overhead Concrete Repair: Cracks	40	L.F.	\$55.00	\$2,200
4.	Vertical or Overhead Concrete Repair: Spalling/Surface Patching	87	S.F.	\$133.00	\$11,571
5.	Vertical or Overhead Concrete Repair: Spalling / Surface Patching w/ Reinforcement Steel	7,459	S.F.	\$136.00	\$1,014,424
6.	Vertical or Overhead Concrete Repair: Surface Patching	14,000	S.F.	\$46.00	\$644,000
7.	Vertical or Overhead Concrete Repair: Tie Holes	420	EA	\$35.00	\$14,700
8.	Joint Repair	26	L.F.	\$35.00	\$910
9.	Joint Sealant Removal and Replacement	23	L.P.	\$12.00	\$276

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
10.	Column Removal and Replacement	4	EA	\$18,500.00	\$74,000
11.	Stucco Removal and Repair	50	S.F.	\$40.00	\$2,000
12,	Equipment Pad Removal and Replacement	1	EA	\$3,500.00	\$3,500
13.	Pipe Supports Removal and Replacement	5	EA	\$2,500.00	\$12,500
14.	Embedded Plate	1	L.S.		\$138
15.	Concrete Anchors	2	EA	\$34.00	\$68
16.	Fleming Key Bridge Repair	32	C.F.	\$2,200.00	\$70,400
17.	Repair of Jacket Pile #6: Fleming Key Bridge	1	L/S.		\$51,200
))	Base Bid: Total of Extended Bid Unit Prices \$1,905,437.00				

Unforeseen Conditions Allowance	\$300,000.00	
Building Permit Allowance	\$20,000.00	
TOTAL BASE BID	\$2,225,437.00	
	(Numerals)	
Two Million two hundred twenty five thousand for	ir hundred thirty seven Dollars	

Iwo Million, two hundred twenty five thousand, four hundred thirty seven Dollars

(Amount written in words has precedence)

and 00/100 Cents

13. SUBCONTRACTORS

13.1. The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:- **No Subcontractors Required**

Note: It is assumed that the City of Key West will de-water and clean/disinfect and tanks or vessels that require repair, prior to performance of the work.

Name			
Street	City	State	Zip
Name			
Street	City	State	Zip
Name		·	
Street	City	State	Zip
Surety			
		whose a	ddress is
Street	City	State	Zip
Bidder			
The name of the Bidder submitt	ing this Bid is Structural	Preservation Systems, 1	LLC
doing business at: 2001 Blount	Road, Pompano Beach, l	FL 33069	
which is the address to which Contract shall be sent.	all communications cond	erned with this Bid and	d with the
The names of the principal offic partnership, or of all persons int			Ħ

Peter H. Emmons- President, Scott Greenhaus-Vice President, Joconde Gaubert- Secretary, Gregory Hemmingway- Treasurer and Colin Meneely, Assistant Secretary.

BID FORM 00 41 13 6 ADDENDUM NO. 3 PW/DEN001/486025 SEPTEMBER 24, 2015 ©COPYRIGHT 2015 CH2M HILL

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (it, 20	ts) hand thisday of
	Signature of Bidder
	Title
If Corporat	<u>tion</u>
IN WITNESS WHEREOF the undersigned corpora executed and its seal affixed by its duly authorized	
(SEAL)	Structural Preservation Systems, LLC
IN IN	Name of Corporation
	By: Colin Meneely
	Title: Branch Manager/Asst. Secretary
	Attest:
	Secretary

END OF SECTION



2. Required Attachments



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

- 4. **Question:** Who is responsible for Utility Relocates? **Answer:** Contractor.
- 5. **Question:** Are the quantities listed in the bid form an aggregate total. **Answer:** Yes

PART 1—PROCUREMENT REQUIREMENTS

SECTION 00 11 13, INVITATION TO BID

1st paragraph; 1st sentence; **DELETE** "...until 3:00 p.m., local time..." and **REPLACE** with "...until 3:30 p.m., local time..."

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this addendum may be considered non-responsive.

Structural Preservation Systems, LLC

Signature

Name of Business or Corporation



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this addendum may be considered non-responsive.

Structural Preservation Systems, LLC

Signature Name of Business or Corporation



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

Invitation to Bid # 15-024 SWR: CONCRETE REPAIRS RICHARD A. HEYMAN EPF AND FLEMING KEY BRIDGE Project No. SE 1401

ADDENDUM #3

September 24, 2015

This addendum includes changes to the Specifications.

Please be advised of the following changes to the contract documents:

The following changes, additions, and/or deletions are hereby made part of the Contract Documents for the SWR: Concrete Repairs Richard A. Heyman EPF and Fleming Key Bridge, dated August 2015, as fully and completely as if the same set forth fully therein:

PART 1—PROCUREMENT REQUIREMENTS

1. Section 00 41 13, Bid Form, **DELETE** this section in its entirety and **REPLACE** it with Section 00 41 13 Bid Form, attached.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by acknowledging addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this addendum may be considered non-responsive.

Structural Preservation Systems, LLC

Signature

Name of Business or Corporation

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

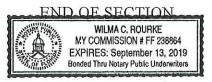
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Colin Meneely, Branch Manager

Sworn and subscribed before me this 28th day of ______, 2015

at Large

My Commission Expires: 9/13/19



SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid or Proposal for <u>SWR Concrete Repairs</u>			
	City of Key West, Florida			
2.	This sworn statement is submitted by Structural Preservation Systems , LLC (name of entity submitting sworn statement)			
	whose business address is 2001 Blount Road, Pompano Beach, FL 33069			
	and (if applicable) its Federal Employer			
	Identification Number (FEIN) is 20-2058265			
	(If the entity has no FEIN, include the Social Security Number of the individual signing this			
	sworn statement			
3.	My name is Colin Meneely (please print name of individual signing)			
	and my relationship to the entity named above is Branch Manager/Assistant Secretary			
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contact for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.			
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.			
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means			
	1. A predecessor or successor of a person convicted of a public entity crime; or			
	2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,			

shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The telln. "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

 $\underline{\mathbf{X}}$ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)

September 28, 2015

STATE OF Florida

COUNTY OF Broward

COLIN S. HENEEUPERSONALLY APPEARED BEFORE ME, the undersigned authority,

who,

after

September 28, 2015

first

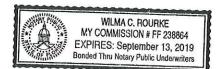
being

sworn by me, affixed his/her

(name of individual signing)

signature in the space provided above on this 28th of Sept, 2015

My commission expires: 9/3/19



Welm & Rouhe

PUBLIC ENTITY CRIMES 00 43 17 - 2

PW/DEN001/486025 APRIL 28, 2015 ©COPYRIGHT 2015 CH2M HILL

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the Project Specifications or the Bid Documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the Work.

CONTRACTOR: Structural Preservation Systems, LLC	SEAL:
2001 Blount Road, Pompano Beach, FL 33069	
Signature All May	
Print Name Colin Meneely	
Title Branch Manager/Assistant Secretary	
DATE: September 28, 2015	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award		3. Report Type: N/A a. initial filing b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Report Prime Subawardee Tier known: N/A		5. If Reporting Enter Name and Addres	Entity in No. 4 is Subawardee, s of Prime: N/A
Congressional District, if know	vn:	Congression	al District, if known:
6. Federal Department/Agency: N/A			gram Name/Description: N/A er, if applicable:
8. Federal Action Number, if known	own;	9. Award Amor	nnt, if known: N/A

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): N/A (attach Continuation Sheet(s)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Colin Meneely Title: Branch Manager/Asst. Secretary Telephone No.: (954) 984-9555 9-28-2015 Date:
Federal Use Only:	Authorized for Local Reproduction Standard Form — LLL (Rev 7 — 97)

FORM DEP 55-221 (01/01)

486025A.GN1

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

				F.A.F PAR COU	I/SEGMENT NO.: P. NO.: CEL NO.: NTY OF: BID ING OF:	
-		Colir	n Menee	ly		, hereby
lec	lare that I am	Branch Manager	(NAME)	of	Structural Preservation	n Systems II C
		Road, Pompano Be	ach, FL		(FIRM)	i Systems, LLO
			(CITY AND	STATE)		

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

- 1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- 2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
- 3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
- 5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- 6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
- 7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

486025A.GN1

- 8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(I)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
- 9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:
- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (C) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.
- 10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.) I

declare under penalty of perjury that the foregoing is true and correct.

	Structural Preservation Systems, LLC
(Seal)	
	WITNESS: May Mish
INTED	WITNESS: Maila P. Kors
	(Seal)

Executed on this 28th day of September 2015

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

FLORIDA TRENCH SAFETY ACT COMPLIANCE Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:										
Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost						
A. Column Repair- Shore to Included in the unit price	\$250.00	\$1,000.00								
В										
Signature Colin Meneely-Branch Manager Date 9/28/2016										
STATE OF Florida			v							
COUNTY OF Broward										
PERSONALLY APPEARED BEFORE ME, the undersigned authority,										
<u>COLIN S. MENEGLY</u> who, after first being sworn by me affixed his /her signature in the space,										
provided above on the	day of_	Septembes	, 2015							
provided above on the	Wilm	· Combe		(Seal)						
MY COMMISSION EXPIRE	ES: 9/13/19			WILMA C. ROURKE MY COMMISSION # FF 238864 EXPIRES: September 13, 2019						

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

- 1. The undersigned hepeby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of

regords, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

- (c) Flave not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause on default.
- 3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 20. By	9-28-2015
Authorized Signature	Contractor Colin Meneely, Branch Manager/Assistant Secretary
Typed Name/Title	Structural Preservation Systems, LLC
Contractor's Firm Nan	ae 2001 Blount Road
Street Address	
Building, Suite Numb	Pompano Beach, FL 33069
City/State/Zip Code	(954) 984-9555
Area Code/Folephone	Number

406518

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA
: SS
COUNTY OF
I, the undersigned hereby duly sworn, depose and say that the firm of provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.
By:
Sworn and subscribed before me this
day of
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Monroe)
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Structural Preservation Systems, LLC
have read and understand the limitations and procedures regarding communications concerning
City of Key West issued competitive solicitations pursuant to City of Key West Ordinance
Section 2-773 Cone of Silence (attached).
Sworn and subscribed before me this
Wilm & Rombe
NOTARY PUBLIC, State of FLORIDA at Large
My Commission Expires: 9/13/15
WILMA C. ROURKE MY COMMISSION # FF 238864 EXPIRES: September 13, 2019



3. License & Insurance

A Structural Group Company

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD



The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2016 EMMONS, PETER HARRISON STRUCTURAL PRESERVATION SYSTEMS, LLC 7455 NEW RIDGE ROAD SUITE T HANOVER MD 21076-3143 DISPLAY AS REQUIRED BY LAW

ISSUED: 08/31/2014

SEQ # L1408310004548



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

		icate holder in lieu of such endors						tement on th	is certificate ut	703 1101 6	orner 1	ignio to the
PRC	DUCE	≣R		1-1		CONTA NAME:	ст Certifica	ates Adminis	strator			
Construction Risk Solutions, LLC.						PHONE (A/C, No, Ext): 443-798-7499 FAX (A/C, No): 443-798-7290						98-7290
11311 McCormick Road Suite 450						E-MAIL ADDRESS: certificates@thecrsteam.com						
Hunt Valley MD 21031-8622						INSURER(S) AFFORDING COVERAGE NAIC						
Section 6-1100 2 and 5 and 5 a 5 a 5 and 5							INSURER A: National Union Fire Ins Co Pittsbur					19445
INSI	INSURED						INSURER B: New Hampshire Insurance Co					
Str	uctu	ral Preservation Systems, LLC							nce Company			37885
101	50	Old Columbia Road						-	1			
Col	umb	oia, MD 21046				INSURER D : INSURER E :						
						INSURER E : INSURER F :						
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	-	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)		\$1,000,000	
									MED EXP (Any one person)		\$10,000	
											\$2,000,000	
	GE	N'L AGGREGATE LIMIT APPLIES PER:									\$4,000,000	
		POLICY X PRO- JECT X LOC							PRODUCTS - COMP/OP AGG \$4,		\$4,000	,000
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Α	-	TOMOBILE LIABILITY			3506359		7/1/2015	7/1/2016	(Ea accident)	¥2,000,000		,000
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			-					E.L. DISEASE - PO	LICY LIMIT	\$1,000	,000	
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ı		7975 4		AUTHORIZED REDRESENTATIVE								

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Dennis Ourand



4. Experience



EXPERIENCE AND PAST PERFORMANCE Bridge/Marine Repairs

- Keys Energy Services 1001 James Street Key West, FL
- Mr. Dan Sabino (305) 295-1149
- Project Value- \$1,764,000
- Completion- 2010
- Scope of Work- Perform structural concrete repairs to the over-water electric transmission line poles and support foundations from Key West to the east end of the Seven Mile Bridge











EXPERIENCE AND PAST PERFORMANCE Bridge/Marine Repairs

- Monroe County, Florida- Geiger Creek Bridge 1111 Simonton Street Key West, FL
- Mr. Juan Fuentes, P.E. (305) 670-2350
- Project Value- \$1,091,000
- Completion- 2011
- Scope of Work- Design/Build repairs to bridge superstructure, bridge deck and guardrails.











EXPERIENCE AND PAST PERFORMANCE Balcony Restoration

- Casa Clara Condominium 201 East Ocean Drive Key Colony Beach, FL
- Michael Morrone 305-289-1707
- Project Value- \$3,956,207
- Scope of Work- Remove and Replace complete balconies and walkways, waterproofing, stucco and painting on Two (2) buildings. Remove and replace sliding glass doors. Shoring and complete restoration of the pile caps supporting the building.

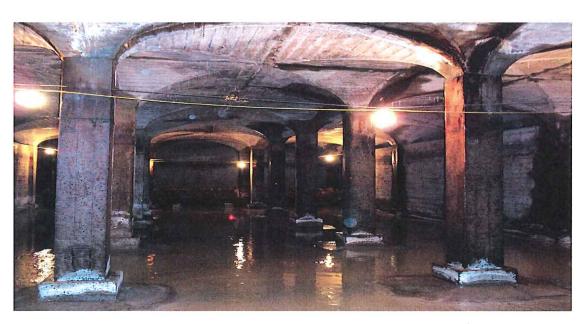




EXPERIENCE AND PAST PERFORMANCE Historic Structures

- City of West Palm Beach Water Treatment Plant
- Project Value- \$567,266
- Scope of Work- Concrete spall and crack repair on the interior of the "clear well" tank.







EXPERIENCE AND PAST PERFORMANCE Bridge/Marine Repairs

- Miami-Dade County- Rickenbacker Causeway
 Bear Cut Bridge
 Key Biscayne, FL
- Steve McNamara- Anzac Contractors (305) 669-1986
- Project Value- \$201,000
- Completion- 2009
- Scope of Work- Design/Build emergency repair to damaged bridge girder. Repaired damaged concrete and pre-stressed tendons and applied CFRP sheet to strengthen girder.









EXPERIENCE AND PAST PERFORMANCE Tipping Floors

- Solid Waste Authority of Palm Beach County PBRRC Facility
 7501 North Jog Road West Palm Beach, FL
- Mr. Robert Worobel (561) 640-8923
- Project Value- \$1,107,000
- Completion- 2010
- Scope of Work- Replace 88,000 square foot tipping floor with new silica fume enhanced concrete overlayment.











5. Recommendations



(305) 295-1000 1001 James Street PO Box 6100 Key West, FL 33040-6100 www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

July 14, 2011

Sean T. Kauffman Project Manager Structural Preservation Systems 2001 Blount Rd Pompano Beach, FL 33069

Re: Keys Energy Services (KEYS) Over Water Transmission Pole Repair Project (2009 – 2010)

Dear Sean:

Now that the 2009-2010 over water transmission pole repair project is complete, I wanted to summarize what was accomplished. As you know, the project consisted of the structural concrete restoration of approximately 50 miles of over water transmission line support structures. These structures originally installed in the early 1960's and late 1980's were deteriorated due to the marine environment in which they are located. The repairs consisted of:

- Installation of 18 new structural collars
- Replacement of 8 deteriorated structural collars
- Replacement of 8 lateral H-frame beams
- Over 800 cubic feet of spall repair
- Over 1000 feet of crack repair

The repairs were completed between November 2009 and February 2011 by Structural Preservation Systems.

The KEYS inspector described SPS performance as providing the best quality of repair work KEYS has seen compared with any of the previous concrete repair projects. SPS cooperated with KEYS and its construction monitoring firm when unanticipated work was found, or additional work was required. This work was done at a negotiated fair price to enable the project to keep moving forward. Part of the success of this project is be attributed to the fact that communication lines were kept open between all parties. The effort put forth by SPS personnel to make this project a success is greatly appreciated.

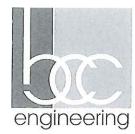
Sincerely,

Daniel J. Sabino Project Engineer

c: D. Finigan, Director of Engineering & Control

January 7, 2011

Reference: Letter of Recommendation



To Whom It May Concern:

I am pleased to write this letter of recommendation for Structural Preservation Systems, LLC (SPS). I have worked with SPS for close to 10 years on numerous repair projects throughout South Florida. SPS is known for its commitment to safety and quality. Their reputation has been upheld and reinforced with each project I have collaborated with SPS.

BCC Engineering, Inc. (BCC) recently teamed with SPS for the Geiger Creek Design/Build bridge repair project. This project required a unique balance between design and construction. The bridge had severe spalls throughout the piles, bents, deck, and girders (over 1,500 cubic feet of repairs) which resulted in one of the lowest sufficiency ratings in the State of Florida. To further complicate the project, the bridge needed to remain operational during construction and it is located over Florida Outstanding Waters surrounded by mangroves. SPS carefully studied staging areas, repair methods, and accessibility to ensure a successful project. Throughout the repair, SPS provided solutions to help reach the project goals. The result is a repair that rehabilitates the bridge structure and provides additional years of useful life for Monroe County when completed.

If you have any questions or need more information about SPS, please do not hesitate to contact me at 305.670.2350 or via email at jfuentes@bcceng.com.

Sincerely,

BCC ENGINEERING, INC.

JUAN J. FUENTÉS, PE, SE, LEED AP

Senior Structural Engineer

CA/jf

cc: File

Casa Clara Condominium

P.O. Box 510299 201 East Ocean Drive Key Colony Beach Florida 33051-0299

Phone (305) 289-1707 Fax (305) 289-1819



December 30, 2013

Mr. Colin Meneely

Structural Preservation Systems

2001 Blount Road

Pompano Beach, Fl, 33069

Dear Mr. Meneely

From February, 2012 to the present day, the staff of Structural Preservation and its employees have represented themselves in an exemplary manner when dealing with owners, guests, renters, management and Board Members of Casa Clara Condominium Association.

Their interaction with other trades, coordination of construction schedules, and maintaining site cleanliness remained outstanding.

Special acknowledgment is given to Jose Matias, Structural Preservations Superintendent. Jose's ability to calmly approach and complete each task was superb.

Our sincere thanks to those who worked on the Casa Clara job site. They affirmed the reason Structural Preservation was originally selected during the bidding process.

Sincerely,

Casa Clara Management,

Margie and Michael Morrone

Norval Smith, Vice President, Board of Directors

Casa Clara Condominium Association



February 5, 2013

To: All Zachry Nuclear Construction Personnel (Structural Preservation Systems copy)

Turkey Point Intake Upgrade Implementation Project

As the Unit 4 work on our project is fast coming to a close, I wanted to take a moment to reflect on this job and the effort that has taken place since September, 2011 when we signed the contract with FPL. As a team, Zachry Nuclear Construction took on this nuclear project, the first in Zachry Nuclear Construction's history, because our mission was to learn how to do nuclear construction work and become a highly effective and competitive entity in the nuclear power industry. What I have observed is – MISSION ACCOMPLISHED!

The quality with which the assigned scope of work was accomplished has been exemplary from start to finish. The quality of our work has often been recognized by the client during our execution and they are extremely pleased with the finished product on Unit 3 and expect nothing less as we complete Unit 4.

Even more importantly is the personnel safety results for the project to date. With over 200,000 work hours logged, we have had no recordable or reportable injuries (and only three first aids). This impeccable record has been recognized in meetings with our owner, John Zachry. He has expressed interest in how we were able to be so successful in this area with an eye to improving Zachry's safety performance throughout the company.

Of course, we need to finish this project with the same standards of quality work and safety.

As we are currently wrapping up the project, many of you have been involved in the work on both units. You should take great pride in what we have done to maintain Zachry's reputation for honesty, safety, quality craftsmanship, and solid work ethic throughout this project. I know I do!

To those of you that have recently joined the effort for ZNC at Turkey Point, I really appreciate your support and dedication to bring the job to a safe and successful completion.

I have enjoyed getting to know many of you during our efforts together but I want to thank <u>all</u> of you for your time and dedication to the job. Together, as an organization, we have learned what it takes to do construction work at a nuclear facility with its complicated processes and procedures, its rigorous training, and the many roadblocks that seemed to magically appear along the way. Through all this, we have persevered and I owe each of you a real debt of gratitude.

So, thank you for your efforts and I wish you the best of luck as you head off to your next project, wherever that might take you. It has been my pleasure working with you and I hope we get another chance to work together again in the not-too-distant future.

Sincerely,

Gayle Creamer

Project Director, Zachry Nuclear Construction, Inc.

Wilma Rourke

To:

Colin Meneely

Subject: RE: Miami Gardens Municipal Complex

From: Heran, Nicole [mailto:Nicole.Heran@skanska.com]

Sent: Thursday, December 05, 2013 2:01 PM

To: Colin Meneely Cc: Suarez, Jesus

Subject: Miami Gardens Municipal Complex

Colin

I am the Project Manager at the Miami Gardens Municipal Complex where your company is performing structural repair work at this time. I would like to take a few moments to congratulate you and your team on a job well done. I have had the pleasure of working with Jose and his team out here on a repair that is less than desirable. Throughout the whole process Jose has been professional and offered guidance to make the project a success. I have witnessed his team working together, always wearing their PPE and taking precautions to ensure safety truly is first . I told Jose last week, "I wished all of my subs were so vigilant and well trained" it would make my life /job so much easier. I have CC Jesus Suarez on this email (Skanska Superintendent) who has been dealing with Jose in the event he would like to comment.

Thank you Colin - I truly do appreciate it .

Nicole Heran

Project Manager

Skanska USA Building

Project Manager www.skanska.com Miami Gardens Municipal Complex +1 305 624 9193 Phone +1 954 325 9951 Mobile

Fax

Think twice before you press "print." This message, including any attachments hereto, may contain privileged or confidential information and is sent solely for the attention and use of the intended addressee(s). If you are not an intended addressee, you may neither use this message nor copy or deliver it to anyone. In such case, you should immediately destroy this message and kindly notify the sender by reply email. Thank you.

Greg McFadden

From:

Sean Kauffman

Sent:

Thursday, July 30, 2009 5:24 PM

To:

Greg McFadden

Subject: FW: SPS Construction Team

From: Book, William J. (Fluor) [mailto:William.Book@alcoa.com]

Sent: Thursday, July 30, 2009 1:51 PM

To: Sean Kauffman; Allen Thome

Cc: Chuck.Bootz@fluor.com; Matutina, Nevin

Subject: SPS Construction Team

Sean/Al,

I just want to go on the record by stating how pleased I am with what I have observed of the SPS teams that have joined the project in the past couple weeks. Your company has provided them with state-of-the-art equipment to enhance their safety and productivity, but as individuals (and as a team) they brought a strong sense of professionalism, teamwork, a true concern for safety and a plan to complete this project on schedule and per specifications.

Al and yourself should be commended for the manner in which you were able to pull this together. Keep it up, and we'll all be proud of what we have been able to accomplish on this project.

Bill

William (Bill) Book
Fluor Global Services
Site Manager Alcoa - Mt. Holly
william.book@alcoa.com
bill.book@fluor.com
843-572-5221
843-296-6104 M

----- Original message -----

From: "Kevin F. Huther"

Date:10/30/2014 3:25 PM (GMT-05:00)

To: Sean Kauffman

Subject: Cherry Marshall Project

Sean,

This correspondence is long overdue but nonetheless I wanted to write in order to thank you, Nishant, Jose and your entire team for the hard work put in on the Cherry Marshall Garage concrete restoration project.

Together, we encountered some challenging times early on as a result of a weak drawing set, unclear scope, and even weaker project direction and oversight on behalf of Timothy Haahs. I believe your team, along with folks at LAZ, turned the project around and throughout the process provided clear and honest direction.

From a construction and "end result" standpoint myself, along with the Partners of LPRI, LAZ and our investors are happy with the outcome and quality of work. We would've preferred to have completed the entire deck but at this time it was just not possible. I can speak for everyone when saying we thoroughly enjoyed working with Structural on this project and will certainly include your company on future bids.

Thanks again and we'll be in touch.

Kevin

Kevin Huther
Asset Manager
LAZ Parking Realty Investors, LLC
4 Copley Place, Suite 105
Boston, MA 02116
Office: 617-830-1615
Makilo: 617-584-4836

Mobile: 617-584-4836 khuther@lazparking.com